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7 Special Counsel to Richard A. Marshack, Chapter 11 Trustee

8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**  
11

12 In re:  
13 The Litigation Practice Group P.C.,  
14 Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11  
**AMENDED NOTICE OF MOTION AND  
MOTION FOR ORDER REJECTING  
CONSUMER CONTRACTS WHICH  
WERE EXCLUDED OR REMOVED  
PURSUANT TO 11 U.S.C. § 365;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION OF  
RICHARD A. MARSHACK; AND  
EXHIBIT**

Date: January 31, 2024  
Time: 1:30 P.M. (Pacific Time)  
Location: Courtroom 5C<sup>1</sup>  
411 West Fourth Street  
Santa Ana, CA 92701

27  
28 <sup>1</sup> Video and audio connection information for each hearing will be provided on Judge Clarkson's  
publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

1           **TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES**  
2 **BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE**  
3 **DEBTOR, CONSUMERS, PARTIES IN INTEREST, AND THEIR COUNSEL OF**  
4 **RECORD:**

5           **NOTICE IS HEREBY GIVEN** that, on December 27, 2023, Richard A. Marshack, the  
6 Chapter 11 Trustee (the "Trustee") for the bankruptcy estate of The Litigation Practice Group P.C.,  
7 (the "Debtor") in the above-captioned bankruptcy case (the "Case"), hereby files this motion (the  
8 "Motion") for entry of an order rejecting the consumer client contracts for those clients which were  
9 excluded or removed by MLG as provided for in the Agreement of Purchase and Sale and Joint  
10 Escrow Instructions dated as of August 4, 2023, by and between the Trustee and MLG (the  
11 "Purchase Agreement") (collectively, the "Rejected Consumer Contracts") and:

- 12                       1) Grants the Motion.
- 13                       2) Deems rejected and void, pursuant to 11 U.S.C. § 365, effective as of the Petition  
14 date, the Consumer Contracts listed in Exhibit A<sup>2</sup> and incorporated by reference herein.
- 15                       3) Allows the Trustee to file a motion seeking an order authorizing him to refund  
16 such monies to the rejected consumer clients, in his sole discretion and upon a reasonable request  
17 with evidence supporting such refunds.

18           **NOTICE IS FURTHER GIVEN** that the Motion is based on (a) this Notice of Motion  
19 and Motion, Memorandum of Points and Authorities, Declaration of Richard A. Marshack, and  
20 Exhibit, (b) the concurrently filed and served notice of filing of the Motion, (c) the pleadings on  
21 file in this case and related adversary proceedings of which the Court is requested to take judicial  
22 notice, and (d) such other pleadings and evidence as may be properly submitted in connection with  
23 the Motion.

24           **NOTICE IS FURTHER GIVEN** that a hearing to consider the Motion will take place  
25 before the Honorable Scott C. Clarkson in Courtroom 5C of the United States Bankruptcy Court,  
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27           <sup>2</sup> Copies of the Contracts are not being provided as exhibits to the Motion as they are voluminous  
28 and contain personally identifiable information. Further this exhibit, which is under seal, and thus  
will not be filed with the Court, will be served on these parties, and will identify which parties are  
being excluded/removed by MLG.

1 located at 411 West Fourth Street, Santa Ana, California 92701, on January 31, 2024 at 1:30 p.m.  
2 or via Zoom.

3 **NOTICE IS FURTHER GIVEN** that, pursuant to LBR 9013-1(f), any response or  
4 opposition to the Motion must be (i) in writing and include a complete written statement of all  
5 reasons in opposition thereto or in support or joinder thereof, declarations and copies of all  
6 photographs and documentary evidence on which the responding party intends to rely and any  
7 responding memorandum of points and authorities, and (ii) filed with the Court and served on  
8 the Trustee, counsel for the Trustee, the Debtor, and the United States Trustee no later than 14  
9 days prior to the hearing on this Motion.

10 **NOTICE IS FURTHER GIVEN** that, pursuant to LBR 9013-1(h), the failure to  
11 file and serve a timely response to the Motion may be deemed by the Court to be consent  
12 to the granting of the relief requested in the Motion.

13  
14 Dated: December 27, 2023

Respectfully submitted,

DINSMORE & SHOHL LLP

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17 By: /s/ Yosina M. Lissebeck  
Yosina M. Lissebeck  
Christopher B. Ghio  
Christopher Celentino  
18 Special Counsel to Richard A. Marshack,  
19 Chapter 11 Trustee  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Richard A. Marshack, Chapter 11 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of The Litigation Practice Group P.C. ("LPG" or the "Debtor") submits this Memorandum of Points and Authorities in support of his motion (the "Motion") for entry of an order rejecting, pursuant to the terms of the Court's Order (A) Approving Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests Pursuant to 11 USC § 363(b), (B) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Dkt. No. 352] (the "Sale Order"), (i) all consumer client files listed in Exhibit A (filed under Seal pursuant to an Order entered on December 14, 2023, but served on all parties) "Cancelled/Excluded/Rejected" which includes the consumer clients who did not opt out<sup>3</sup> and who fell into one of the below categories.

1. The client was located in a state for which Morning Law Group ("MLG") MLG had no licensed attorney; or

2. The client had no remaining payments and if any payments were made to MLG since August 4, 2023, the payments were listed to be refunded to the Estate per Purchase Agreement Section 1(c); or

3. It was not economically viable for MLG to assume representation of the client; or

4. For a small handful of clients, MLG otherwise believed it could not adequately and properly represent the client in compliance with the applicable Rules of Professional Conduct (e.g., disputes or challenges with the client, inability to communicate with the client, the client refused to work with MLG's local counsel).

This may have included some consumer clients who requested to opt in, but whose request was ultimately not accepted (and they did not sign a new Legal Service Agreement with MLG).

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<sup>3</sup> Any consumer client who opted-out caused the contract to be terminated automatically. Thus, there is no reason to reject, as those contracts are already deemed rejected.

1 Some of the rejected clients may have pending matters about which MLG was aware and  
2 addressed as below. Others may have pending matters about which MLG is unaware of whether  
3 LPG is listed as counsel of record, as LPG's records were not complete or well-maintained.

4 For rejected LPG clients who have pending matters about which MLG was aware, MLG  
5 discussed the ethical issues with Ms. Rapaport the Court Ordered Monitor and agreed to follow  
6 the below procedure:

7 If an MLG attorney had filed an appearance in any court matters on behalf of the rejected  
8 clients, MLG:

9 (1) reviewed the matter beginning on November 15 to see if there were any deadlines  
10 upcoming within the subsequent 30 days;

11 (2) if there were no such deadlines pending, the attorney filed a request to withdraw;

12 (3) if there were such pending deadlines, MLG discussed internally the best course of  
13 action, which action could include:

14 (a) completing the representation if the case was one that was nearly finished or  
15 was close to settling, or

16 (b) filing a request to withdraw to see if the Court would approve it and postpone  
17 the upcoming deadline to allow the client time to find new counsel, and

18 (c) if the Court rejected the request to withdraw, then MLG would agree to  
19 represent the client solely for that pending litigation subject to a new engagement, but would still  
20 reject assumption of the LPG contract.

21 If no MLG attorney has filed an appearance in the matter, MLG would take no action in  
22 the matter because MLG cannot withdraw on behalf of LPG in that instance.

23 **Thus, for any rejected consumer client MLG will no longer be representing them after**  
24 **entry of an Order approving this Motion. Further, neither the Bankruptcy Estate nor the**  
25 **Chapter 11 Trustee can, or will, represent any party who opted out, or any of these rejected**  
26 **consumer clients. Any rejected consumer client who is on Exhibit A should immediately seek**  
27 **to retain substitute counsel. In anticipation that parties may need assistance in finding**  
28 **substitute counsel, the Trustee will provide an additional notice to all rejected parties after**

1 **this Motion is approved with contact information for bar associations and/or organizations**  
2 **that can assist in finding referrals.**

3 If the Trustee charged any of these consumer clients after the bankruptcy was commenced  
4 or if MLG charged any of these consumer clients after the sale and returns such funds to the  
5 Trustee, he intends to file a motion seeking an order authorizing him to refund such monies to the  
6 rejected consumer clients, in his sole discretion and upon a reasonable request with evidence  
7 supporting such refunds.

8 **II. STATEMENT OF FACTS**

9 **A. The Debtor's Bankruptcy Filing**

10 On March 20, 2023 (the "Petition Date"), the Debtor filed a voluntary petition for relief  
11 under Chapter 11 of the Bankruptcy Code, commencing the above-captioned bankruptcy case (the  
12 "Case"). [Dk. 1].

13 **B. The Pre-Petition Debtor**

14 As relevant hereto, prepetition, the Debtor engaged in the business of providing legal  
15 services generally described as debt resolution services provided by a network of attorneys  
16 licensed to practice law in all 50 states and the District of Columbia. [Dk. 320, page 4].

17 As part of its business, Debtor entered into legal service agreements with multiple clients  
18 wherein Debtor agreed to provide legal services to these individuals (hereinafter "Consumer  
19 Contracts"). Declaration of Richard Marshack, ¶ 4.

20 **C. The Sale to Morning Law Group, P.C.**

21 On July 22, 2023, the Court entered an order [Docket No. 320] (the "Sale Order")  
22 approving the sale of substantially all of the assets of the Debtor to Morning Law Group P.C.  
23 ("MLG").

24 **D. The 90 Day Notice to Consumers and Purchase Agreement.**

25 Pursuant to California Law, as part of the sale to MLG, a 90-day Notice to Consumer was  
26 sent to all Consumer Contract parties providing them with the choice to either opt-in and consent  
27 to MLG providing legal services, and then entering into a new legal service agreement; opt-out  
28 and have the file transferred to the consumer and any agreement with MLG rejected; or do nothing

1 and then be deemed to have opted in, until the time the consumer decided to opt-out. Declaration  
2 of Richard Marshack, ¶ 4. This Notice was sent to all Consumer Contract parties on August 16,  
3 2023. Declaration of Richard Marshack, ¶ 4. As of the filing of this Motion, the time period to  
4 Opt-In has expired (November 14, 2023) and there are approximately 1,745 who opted in; 4,673  
5 that opted out; the balance were non-responsive to the notice.

6 **E. Motion to Seal**

7 On December 13, 2023, the Trustee filed a Motion to Seal Exhibit A, which is the list of  
8 over 19,000 consumer client files that are being rejected. See, [Dkt. No. 760]. An Order was  
9 entered on December 14, 2023, protecting Exhibit A from filing, as it consists of consumer's  
10 names. This Exhibit will however be served on all of those listed in Exhibit A so that the consumer  
11 clients can identify if their file is being rejected.

12 **F. Rejection of Consumer Clients**

13 Pursuant to the Sale Order, MLG is entitled to exclude or remove consumer client contracts  
14 it identifies. Declaration of Richard Marshack, ¶ 4 The consumer clients identified in Exhibit A  
15 are the "Cancelled/Excluded/Rejected" files, which includes the consumer clients who did not opt  
16 out<sup>4</sup> and who fell into one of the below categories.

17 1. The client was located in a state for which Morning Law Group ("MLG") MLG has  
18 no licensed attorney; or

19 2. The client had no remaining payments and if any payments were made to MLG  
20 since August 4, 2023, the payments were listed to be refunded to the Estate per Purchase  
21 Agreement Section 1(c); or

22 3. It was not economically viable for MLG to assume representation of the client; or

23 4. For a small handful of clients, MLG otherwise believed it could not adequately and  
24 properly represent the client in compliance with the applicable Rules of Professional Conduct (e.g.,  
25 disputes or challenges with the client, inability to communicate with the client, the client refused  
26 to work with MLG's local counsel).

27 \_\_\_\_\_  
28 <sup>4</sup> Any consumer client who opted-out caused the contract to be terminated automatically. Thus,  
there is no reason to reject, as those contracts are already deemed rejected.

1 This may have included some consumer clients who requested to opt in, but whose request  
2 was ultimately not accepted (and they did not sign a new Legal Service Agreement with MLG).

3 Some of the rejected clients may have pending matters about which MLG was aware and  
4 addressed as below. Others may have pending matters about which MLG is unaware of whether  
5 LPG is listed as counsel of record, as LPG's records were not complete or well-maintained.

6 For rejected LPG clients who have pending matters about which MLG was aware, MLG  
7 discussed the ethical issues with Ms. Rapoport the Court Ordered Monitor and agreed to follow  
8 the below procedure:

9 If an MLG attorney had filed an appearance in any court matters on behalf of the rejected  
10 clients, MLG:

11 (1) reviewed the matter beginning on November 15 to see if there were any deadlines  
12 upcoming within the subsequent 30 days;

13 (2) if there were no such deadlines pending, the attorney filed a request to withdraw;

14 (3) if there were such pending deadlines, MLG discussed internally the best course of  
15 action, which action could include:

16 (a) completing the representation if the case was one that was nearly finished or  
17 was close to settling, or

18 (b) filing a request to withdraw to see if the Court would approve it and postpone  
19 the upcoming deadline to allow the client time to find new counsel, and

20 (c) if the Court rejected the request to withdraw, then MLG would agree to  
21 represent the client solely for that pending litigation subject to a new engagement, but would still  
22 reject assumption of the LPG contract.

23 If no MLG attorney has filed an appearance in the matter, MLG would take no action in  
24 the matter because MLG cannot withdraw on behalf of LPG in that instance.

25 **Thus, for any rejected consumer client MLG will no longer be representing them after**  
26 **entry of an Order approving this Motion. Further, neither the Bankruptcy Estate nor the**  
27 **Chapter 11 Trustee can, or will, represent any party who opted out, or any of these rejected**  
28 **consumer clients. Any rejected consumer client who is on Exhibit A should immediately seek**



1 to retain substitute counsel. In anticipation that parties may need assistance in finding  
2 substitute counsel, the Trustee will provide an additional notice to all rejected parties after  
3 this Motion is approved with contact information for bar associations and/or organizations  
4 that can assist in finding referrals.

5 If the Trustee charged any of these consumer clients after the bankruptcy was commenced  
6 or if MLG charged any of these consumer clients after the sale and returns such funds to the  
7 Trustee, he intends to file a motion seeking an order authorizing him to refund such monies to the  
8 rejected consumer clients, in his sole discretion and upon a reasonable request with evidence  
9 supporting such refunds.

## 10 **II. THE COURT SHOULD PERMIT THE TRUSTEE TO REJECT THE AGREEMENTS**

### 11 **A. Standards for Rejection**

12 Pursuant to Bankruptcy Code section 365(a), a chapter 11 debtor in possession, "subject to  
13 the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11  
14 U.S.C. § 365(a); *In re Player's Poker Club, Inc.*, 636 B.R. 811, 816-17 (Bankr. C.D. Cal. 2022).  
15 "In making its determination, a bankruptcy court need engage in 'only a cursory review of a [debtor  
16 in possession]'s decision to reject the contract. Specifically, a bankruptcy court applies the business  
17 judgment rule to evaluate a [debtor in possession]'s rejection decision.'" *Agarwal v. Pomona Valley*  
18 *Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.)*, 476 F.3d 665, 670 (9th Cir. 2007)  
19 (quoting *Durkin v. Benedor (In re G.I. Indus.)*, 204 F.3d 1276, 1282 (9th Cir. 1999)).

20 Courts have embraced the "business judgment test" when reviewing these decisions and  
21 have held that rejection is satisfied when a trustee has determined, using its business judgment, that  
22 rejection will benefit the estate. *See, e.g., NLRB v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d  
23 72, 279 (3d Cir. 1982), *aff'd*, 465 U.S. 513 (1984); *In re Hertz*, 536 B.R. at 442; *Agarwal v. Pomona*  
24 *Valley Med. Grp., Inc. (In re Pomona Valley Med. Grp., Inc.)*, 476 F.3d 665, 670 (9th Cir. 2007).

25 Under the business judgment test, bankruptcy courts will uphold and not overturn a debtor-  
26 in-possession's decision regarding the use of property of the estate, including the decision to reject  
27 an executory contract, unless that decision is the product of "bad faith, whim, or caprice." *Pomona*  
28 *Valley Med. Grp.*, 476 F.3d at 670 (quoting *Lubrizol Enters. v. Richmond Metal Finishers*, 756

1 F.2d 1043, 1047 (4th Cir. 1985), *cert. denied*, 475 U.S. 1057 (1986)); *see also In re Brugnara*  
2 *Props.* VI, No. C 18-02822 WHA, 2019 U.S. Dist. LEXIS 54611, at \*7–8 (N.D. Cal. Mar. 29, 2019)  
3 (applying *Pomona Valley Med. Grp.* in the context of a trustee seeking to reject an executory  
4 contract).

5 "Since the debtor has the right under the Bankruptcy Code to reject the contract, the court's  
6 discretion is limited once it has determined that the debtor is exercising sound business judgment."  
7 *In re Health Plan of the Redwoods*, 286 B.R. 779, 780 (Bankr. N.D. Cal. 2002).

8 **B. Basis for Rejection**

9 Pursuant to MLG's rights under the Sale Order, it has determined it will not be accepting  
10 representation of the Consumer Contracts identified in Exhibit A. Because the Estate is not in a  
11 position to provide legal representation to these consumers, Trustee has properly exercised his  
12 business judgment to reject these contracts. Declaration of Richard Marshack, ¶ 4.<sup>5</sup>

13 Finally, there is no prejudice to the Consumer Contract parties. The claims bar date has not  
14 expired and this motion requests that the Court set a 60-day deadline after entry of the order for any  
15 party asserting an administrative claim to file a properly noticed motion. Thus, if a consumer clients  
16 believes they have an unsecured or administrative claim, they can file one. More important, for  
17 rejected LPG clients who have pending matters about which MLG was aware, MLG discussed the  
18 ethical issues with Ms. Rapoport the Court Ordered Monitor and agreed to the procedures identified  
19 above and in the Notice.

20 **IV. CONCLUSION**

21 Based upon all of the foregoing, the Trustee submits that the relief requested is in the best  
22 interests of the Debtor's Estate and parties in interest, and respectfully requests that the Court grant  
23 the Motion and enter an order:

24 1. Authorizing rejection of the Contracts under section 365(a) of the Bankruptcy  
25 Code;

26 ///

27 \_\_\_\_\_  
28 <sup>5</sup> Any consumer client who opted-out caused the contract to be terminated automatically. Thus,  
there is no reason to reject, as those contracts are already deemed rejected.

2. Ordering that any unsecured claim arising from rejection must be filed by the  
deadline set by the Court for the filing of any unsecured claim;

3. Setting a 60-day deadline for the filing of any motion seeking allowance of an  
administrative claim arising from rejection;

4. Allows the Trustee to file a motion seeking an order authorizing him to refund such  
monies to the rejected consumer clients, in his sole discretion and upon a reasonable request with  
evidence supporting such refunds; and

5. Granting the Trustee such other and further relief as the Court deems just and  
proper.

Dated: December 27, 2023

Respectfully submitted,

DINSMORE & SHOHL LLP

By: /s/ Yosina M. Lissebeck  
Yosina M. Lissebeck  
Christopher B. Ghio  
Christopher Celentino  
Counsel to Richard A. Marshack,  
Chapter 11 Trustee

**DECLARATION OF RICHARD A. MARSHACK IN SUPPORT OF  
MOTION FOR ORDER REJECTING CONSUMER CONTRACTS**

I, Richard A. Marshack, declare:

1. I am the Chapter 11 Trustee (the "Trustee") of the bankruptcy estate (the "Estate") of the Debtor. As such, except as expressly stated otherwise, I have personal knowledge of the facts set forth below and could and would competently testify under oath thereto if requested to do so.

2. I submit this Declaration in support of the *Motion for Order Rejecting Consumer Contracts That Were Excluded or Removed Pursuant to 11 U.S.C. § 365* (the "Motion") to which this Declaration is attached. Capitalized terms not otherwise defined herein have the same meanings ascribed to them in the Motion.

3. The Court may take judicial notice of the following:

a. On March 20, 2023 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), commencing the above-captioned bankruptcy case (the "Case").

b. I accepted my appointment for the Estate on May 8, 2023.

4. Based on my investigation to date, I am informed and believe the following:

a. As part of its business, Debtor entered into legal service agreements with multiple clients wherein Debtor agreed to provide legal services to these individuals (hereinafter "Consumer Contracts").

b. Pursuant to California Law, as part of the sale to MLG, a 90-day Notice to Consumer was sent to all Consumer Contract parties providing them with the choice to either opt-in and consent to MLG providing legal services, and then entering into a new legal service agreement; opt-out and have the file transferred to the consumer and any agreement with MLG rejected; or do nothing and then be deemed to have opted in, until the time the consumer decided to opt-out. This Notice was sent to all Consumer Contract parties on August 16, 2023. As of the filing of this Motion, the time period to Opt-In has expired (November 14, 2023) and there are

1 approximately 1,745 who opted in; 4,673 that opted out; the balance were non-responsive to the  
2 notice.

3 c. Pursuant to the terms of the Purchase Agreement MLG has excluded or  
4 removed certain Consumer Contracts.

5 d. The parties that this Motion affects are those that MLG chose to exclude or  
6 remove pursuant to the Purchase Agreement. Those approximately 19,000 parties are identified  
7 in Exhibit A hereto, which is being filed under Seal, pursuant to an Order entered December 14,  
8 2023.

9 e. These Consumer Contracts have no value to the Estate or creditors, as they  
10 are either parties who no longer wish to have services rendered by MLG, and cannot have services  
11 rendered by LPG and/or they were removed or excluded by MLG. Accordingly, I request this  
12 Court deem those contracts rejected. Those parties are identified in the Sealed Exhibit A hereto,  
13 which will be served on these parties so they can identify themselves.

14 f. I further request the Court authorize me to file a further motion seeking an  
15 order authorizing me to refund such monies to the rejected consumer clients, in my sole discretion  
16 and upon a reasonable request with evidence supporting such refunds.

17 I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct.

19  
20 Dated: December 27, 2023



21 Richard A. Marshack  
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**EXHIBIT "A"**

**FILED UNDER SEAL**

**SERVED ON ALL LISTED EXHIBIT A PARTIES**

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document: **AMENDED NOTICE OF MOTION AND MOTION FOR ORDER REJECTING CONSUMER CONTRACTS WHICH WERE EXCLUDED OR REMOVED PURSUANT TO 11 U.S.C. § 365; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF RICHARD A. MARSHACK; AND EXHIBIT**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On December 27, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On December 27, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on December 27, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**JUDGE'S COPY - VIA FEDEX**

The Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Central District of California  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 5130 / Courtroom 5C  
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 27, 2023  
Date

Caron Burke  
Printed Name

/s/ Caron Burke  
Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Eric Bensamochan on behalf of Creditor Affirma, LLC  
eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Creditor Oxford Knox, LLC  
eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Interested Party Courtesy NEF  
eric@eblawfirm.us, G63723@notify.cincompass.com

Eric Bensamochan on behalf of Interested Party Eric Bensamochan  
eric@eblawfirm.us, G63723@notify.cincompass.com

Peter W Bowie on behalf of Trustee Richard A Marshack (TR)  
peter.bowie@dinsmore.com, caron.burke@dinsmore.com

Ronald K Brown on behalf of Creditor SDCO Tustin Executive Center, Inc.  
ron@rkbrownlaw.com

Christopher Celentino on behalf of Plaintiff Richard A. Marshack  
christopher.celentino@dinsmore.com, caron.burke@dinsmore.com

Christopher Celentino on behalf of Trustee Richard A Marshack (TR)  
christopher.celentino@dinsmore.com, caron.burke@dinsmore.com

Shawn M Christianson on behalf of Interested Party Courtesy NEF  
cmcintire@buchalter.com, schristianson@buchalter.com

Randall Baldwin Clark on behalf of Interested Party Randall Baldwin Clark  
rbc@randallbclark.com

Leslie A Cohen on behalf of Defendant Lisa Cohen  
leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

Leslie A Cohen on behalf of Defendant Rosa Bianca Loli  
leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

Leslie A Cohen on behalf of Interested Party Courtesy NEF  
leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com

Aaron E. DE Leest on behalf of Interested Party Courtesy NEF  
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Jenny L Doling on behalf of Interested Party INTERESTED PARTY  
jd@jdl.law,  
dolingjr92080@notify.bestcase.com;15994@notices.nextchapterbk.com;jdoling@jubileebk.net

Jenny L Doling on behalf of Interested Party National Association of Consumer Bankruptcy Attorneys  
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